



THOMAS L. GARTHWAITE, M.D.  
Director and Chief Medical Officer

FRED LEAF  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina  
First District

Yvonne Garthwaite Burke  
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September 18, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**IMMUNIZATION PROGRAM STATE OF CALIFORNIA STANDARD AGREEMENT AND  
SUBCONTRACT AGREEMENTS FOR FISCAL YEAR 2003-04  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign the attached Standard Agreement Number 03-75134 , Exhibit I, from the California Department of Health Services (CDHS), in the amount of \$1,318,800 for the period of July 1, 2003 through June 30, 2004 to provide continued funding support for the Immunization Program.
2. Delegate authority to the Director of Health Services, or his designee, to sign amendments to the Standard Agreement with CDHS for Fiscal Year (FY) 2003-04, if applicable, which do not individually exceed 25% of the total amount of the Standard Agreement, subject to review and approval by County Counsel and notification of Board offices.
3. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 to Agreement No. H-212985 with Northeast Valley Health Corporation, Inc. (NEVHC), for a total maximum obligation of \$64,000 and Amendment No. 2 to Agreement No. H-212966 with Public Health Foundation Enterprises, Inc. (PHFE) for a total maximum obligation of \$53,750, both substantially similar to Exhibit II for the Women, Infant, and Children (WIC) program for the provision of monthly voucher pickup, escort of children for needed immunization, and/or co-location of immunization services, for the period of July 1, 2003 through June 30, 2004, 100% offset by State funds, with provision for a 12-month automatic renewal effective July 1, 2004 through June 30, 2005, contingent upon receipt and approval of CDHS funding for FY 2004-05.

4. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2, substantially similar to Exhibit III, with the following fourteen service providers: Arroyo Vista Family Health Center, Avalon Municipal Hospital and Clinic, Chinatown Service Center, Clinica Msr. Oscar A. Romero, East Los Angeles Health Task Force, Eisner Pediatric and Family Medical Center, El Proyecto del Barrio, Family Health Care Centers of Greater Los Angeles, Inc., Koryo Health Foundation, Mission City Community Network, Inc., Northeast Valley Health Corporation, Franciscan Clinics D.B.A Queenscare Family Clinics., Valley Community Clinic, and Venice Family Clinic, for enhanced immunization services, for the period of July 1, 2003 through June 30, 2004, for a total maximum County obligation of \$629,000, 100% offset by State funds, with provision for a 12-month automatic renewal effective July 1, 2004 through June 30, 2005, contingent upon receipt and approval of CDHS funding for FY 2004-05.
5. Approve and instruct the Director of Health Services, or his designee, to sign agreements, substantially similar to Exhibit IV, with the following seven new service providers: AltaMed Health Services Corporation, Central City Community Healthcare Center, Compton Central Health Clinic, Harbor Free Clinic, Partners in Care Health Care-A-Van Mobile Health Clinic, St. John's Well Child and Family Center, and Westside Family Health Center, for enhanced immunization services, effective date of Board approval through June 30, 2004, for a total maximum County obligation of \$260,000, 100% offset by State funds, with provision for a 12-month automatic renewal effective July 1, 2004 through June 30, 2005, contingent upon receipt and approval of CDHS funding for FY 2004-05.
6. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 6 to Agreement No. H-210088 with Esperanza Community Housing Corporation and Amendment No. 2 to Agreement No. H-207622 with St John's Well Child Center, both substantially similar to Exhibit V, to include an automatic renewal provision for the period of July 1, 2004 through June 30, 2005, for the continuation of the Promotora Collaborative Project (PCP) (Rescatando Salud/Health Rescue) for the provision of community outreach and education, referrals, and case management services, contingent upon receipt and approval of CDHS funding for FY 2004-05, with no change in the maximum County obligation.
7. Delegate authority to the Director of Health Services, or his designee, to accept and sign a forthcoming Standard Agreement with the CDHS for subsequent fiscal years (up to 2 years), for FY 2004-05 and FY 2005-06, from the CDHS for the provision of immunization program services, substantially similar to Exhibit I, subject to review and approval by County Counsel and notification of Board offices.
8. Delegate authority to the Director of Health Services, or his designee, to sign amendments to the Standard Agreement with CDHS for FY 2004-05 and FY 2005-06, if applicable, which do not individually exceed 25% of the total amount of the Standard Agreement, subject to review and approval by County Counsel and notification of Board offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Board approval of the Standard Agreement with the CDHS, the approval of new agreements and various amendments with community providers for immunization services will enable the Department to continue providing vital immunization services to residents throughout Los Angeles County.

FISCAL IMPACT/FINANCING:

The total program cost for FY 2003-04 is \$1,325,202, including \$1,266,362 for agreements (Attachment B) and \$58,840 for County operating costs, offset by \$1,318,800 in State funds with a net County cost of \$6,402 for indirect costs.

The maximum County obligation for the two PCP agreement amendments is \$259,612. The maximum County obligation for the two WIC agreement amendments is \$117,750. The maximum obligation for the fourteen subcontract amendments is \$629,000 and the maximum County obligation for the seven new subcontract agreements is \$260,000. Contract costs are 100% offset by State funds, with no net County cost.

Funding is included in the FY 2003-04 Adopted Budget and will be requested in subsequent years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the Board has authorized continuation of immunization activities and has approved agreements provided by State funding.

On September 18, 2001, the Board approved two WIC subcontracts with provision for a 12-month automatic renewal through June 2003, for the provision of assessment and referral services; the Board also approved fifteen subcontract agreements with community based-agencies, with provisions for a 12-month automatic renewal through June 2003 to continue providing immunization services throughout Los Angeles County.

On May 31, 2002, DHS received Standard Agreement No. 02-25166 for supplemental funding for the Immunization Program for the period July 1, 2002 through June 30, 2003.

On June 4, 2002, the Board approved a subcontract agreement with Franciscan Clinics, D.B.A. QueensCare Family Clinics to provide immunization program services.

In January 2003, the CDHS released a new Request for Application (RFA) to community-based agencies for the provision of enhanced immunization service delivery. In May 2003, the CDHS selected 21 subcontract agencies to receive contract funds to provide immunization services throughout Los Angeles County.

On June 2, 2003, DHS received Standard Agreement No. 03-75134 in the amount of \$1,318,800 from the CDHS for FY 2003-04.

The Honorable Board of Supervisors  
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On June 17, 2003, the Board approved agreement amendment No. 5 with Esperanza Community Housing Corporation and Agreement Amendment No. 1 with St. John's Well Child Center for the continuation of the Promotora Collaborative Project for FY 2003-04.

County Counsel has reviewed Exhibit I and approved Exhibits II through V as to use and form.

Attachments A and B provide additional information. Attachment C is the Grant Management Statement for grant awards exceeding \$100,000.

CONTRACTING PROCESS:

It is not appropriate to advertise subcontract amendments or State Standard agreements on the L.A. County Online Web Site. The twenty-one subcontractors (14 amendments and 7 new agreements) selected to provide enhanced immunization services were selected by the CDHS through RFA solicitation process. A list of qualified service providers selected and contract awards for immunization program services were provided to DHS by CDHS. The WIC and Promotora amendment agreements were not included in the State's RFA process.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will provide State funding support for the continuation of immunization program services for Los Angeles County throughout FY 2003-04.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:kh  
Attachments (5)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLET/CD3029.KH



SUMMARY OF AGREEMENTS/AMENDMENTSIMMUNIZATION PROGRAM FISCAL YEAR 2003-041. TYPE OF SERVICES:

Provision of a comprehensive immunization services delivery program within Los Angeles County to assist in the prevention of the occurrence and transmission of vaccine-preventable diseases.

2. AGENCY ADDRESS AND CONTRACT PERSON:

Immunization Branch  
 California Department of Health Services (CDHS)  
 2151 Berkeley Way, Room 712  
 Berkeley, California 94704  
 Attention: John L. Dunajski, Assistant Chief, Immunization Branch  
 Telephone: (510) 540-2065; Facsimile/FAX: (510) 883-6015

3. TERM OF CDHS AGREEMENT

July 1, 2003 through June 30, 2004.

4. TERMS OF THE PCP, WIC AND CHC SUBCONTRACT AGREEMENTS/AMENDMENTS

The two WIC Amendments are for the period of July 1, 2003 through June 30, 2004, with provision for a 12 month automatic renewal, contingent upon additional State funding. Amendments for the 14 enhanced immunization services agreements are for the period of July 1, 2003 through June 30, 2004, with provision for an additional 12-month automatic renewal, contingent upon additional State funding. The term for the 7 new enhanced immunization services agreements are effective Date of Board Approval through June 30, 2004, with provision for a 12-month automatic renewal, contingent upon additional State funding. Amendments for the two Promotora Agreements are for the period of July 1, 2004 through June 30, 2005.

5. FINANCIAL INFORMATION:

	FY 2003-04 <u>Budget</u>	*FY 2004-05 <u>Budget</u>
Total Program Costs	\$1,325,202	\$1,325,202
Less: State reimbursement	<u>1,318,800</u>	<u>1,318,800</u>
Net County Cost	\$ 6,402	\$ 6,402

\*Request for a 12 month automatic renewal, contingent upon additional State funding.

6. SUBCONTRACT SERVICES:

The following is a summary of immunization subcontract agreements and/or amendments:

FY 2003-04

Max. ObligationContract No.ContractorPromotora Collaborative Project Subcontract Amendments (2):

H-210088-3	Esperanza Community Housing Corporation 2337 Figueroa Street Los Angeles, California 90007 Attention: Nancy Halpern Ibrahim Telephone: 213-748-7285/Facsimile: 213-748-9630	\$228,660
H-207622	St. John's Well Child Center 514 West Adams Street Los Angeles, California 90007 Attention: James Mangia, Executive Director Telephone: 213-749-0947/Facsimile: 213-749-7354	\$30,952
	<u>Subtotal</u>	<u>\$ 259,612</u>

WIC Subcontract Amendments (2):

H-212985-1	Northeast Valley Health Corporation, Inc. (NEVHC) - WIC 1172 North Maclay Avenue San Fernando, California 91340-1300 Attention: Kim Wyard, Executive Director Telephone: 818-898-1399/Facsimile: 818-365-7670	\$64,000
H-212966-1	Public Health Foundation Enterprise, Inc. (PHFE) - WIC 13200 Crossroads Parkway North, Suite 135 City of Industry, California 91746 Attention: Karen Garcia, Corporate Manager Telephone: 562-699-7320/Facsimile: 562-699-8856	\$53,750
	<u>Subtotal</u>	<u>\$ 117,750</u>

Community Health Center New Subcontract Agreements (7):

Pending	AltaMed Health Services Corporation 500 Citadel Drive, Suite 490 Los Angeles, California 90040 Attention: Sophia Guel-Valenzuela Telephone: 323-889-7305/Facsimile: 323-889-7843	\$85,000
Pending	Central City Community Healthcare Center 5970 South Central Avenue Los Angeles, California 90001 Attention: Jose Luis Perez Telephone: 323-724-6911/Facsimile: 323-724-6915	\$20,000

<u>Contract No.</u>	<u>Contractor</u>	<u>Max. Obligation</u>
Pending	Compton Central Health Clinic 201 North Central Avenue Compton, California 90220 Attention: Marie N. Lamothe Telephone: 310-635-7123/Facsimile: 310-635-0535	\$17,000
Pending	Harbor Free Clinic 599 West 9 <sup>th</sup> Street San Pedro, California 80731-3105 Attention: Rick Paares Telephone: 310-547-0176/Facsimile: 310-547-5096	\$10,000
Pending	Partners in Care Foundation Care-A-Van Mobile Health Clinic 101 South First Street, Suite 100 Burbank, California 91502 Attention: James A. Cook Telephone: 818-526-1780 x108/Facsimile: 818-526-1788	\$37,000
Pending	St. John's Well Child & Family Center 514 West Adams Boulevard Los Angeles, California 90007 Attention: James J. Mangia Telephone: 213-749-0947/Facsimile: 213-749-7354	\$72,000
Pending	Westside Family Health Center 1711 Ocean Park Boulevard Santa Monica, California 90405 Attention: Deidre Gibbs Telephone: 310-450-4773/Facsimile: 310-450-0783	\$19,000
<u>Subtotal</u>		<u>\$260,000</u>

Community Health Center Subcontract Amendments (14):

H-213067	Arroyo Vista Family Health Center 6000 North Figueroa Street Los Angeles, California 90042 Attention: Martina Ramirez, Ph.D. Telephone: 323-254-5221/Facsimile: 323-254-4618	\$100,000
H-212987	Avalon Municipal Hospital and Clinic 100 Falls Canyon Road, P.O. Box 1663 Avalon, California 90704 Attention: Krista Steuter, Clinic Manager Telephone: 310-510-0700/Facsimile: 213-680-9427	\$ 15,000

<u>Contract No.</u>	<u>Contractor</u>	<u>Max. Obligation</u>
H-213008	Chinatown Service Center 767 North Hill Street, Suite 400 Los Angeles, California 90012 Attention: Christina Hsu Telephone: 213-880-1740/Facsimile: 213-680-9427	\$10,000
H-212967	Clinica Msr. Oscar A. Romero 123 South Alvarado Street Los Angeles, California 90017 Attention: Melinda Serrano Telephone: 213-201-2784/Facsimile: 213-989-7701	\$27,000
H-213083	East Los Angeles Health Task Force 2120 East 6 <sup>th</sup> Street Los Angeles, California 90023 Attention: Susana Arellano Telephone: 323-261-2171/Facsimile: 323-261-0246	\$10,000
H-213010	Eisner Pediatric and Family Medical Center 1530 South Olive Street Los Angeles, California 90016 Attention: Chona J. de Leon Telephone: 213-746-1037/Facsimile: 213-746-9379	\$87,000
H-212988	El Proyecto del Barrio 8902 Woodman Avenue Arleta, California 91331 Attention: Corrine Sanchez Telephone: 818-830-7133/Facsimile: 818- 830-7280	\$100,000
H-213084	Family Health Care Centers of Greater Los Angeles, Inc. 6501 South Garfield Avenue Bell Gardens, California 90201 Attention: Robert Hooper, Executive Director Telephone: 562-928-9600/Facsimile 562-927-6974	\$28,000
H-212989	Koryo Health Foundation 1058 South Vermont Avenue Los Angeles, California 90006 Attention: Kyung Man Seo, Executive Director Telephone: 213-380-8833/Facsimile: 213-368-6047	\$10,000

<u>Contract No.</u>	<u>Contractor</u>	<u>Max. Obligation</u>
H-212968	Mission City Community Network, Inc. 16206 Parthenia Street North Hills, California 91343 Attention: Laura Valenzuela Telephone: 818-895-3100/Facsimile: 818-893-9464	\$37,000
H-212984	Northeast Valley Health Corporation 1172 North Maclay Avenue San Fernando, California 91340-1300 Attention: Kim Wyard, Executive Director Telephone: 818-898-1388/Facsimile: 818-365-7670	\$100,000
H-207612	Franciscan Clinics D.B.A. QueensCare Family Clinics 1300 North Vermont Avenue, Suite 102 Los Angeles, California 90027 Attention: Susan K. Fuentes, Vice President Telephone: 323-644-6191/Facsimile: 323-953-2757	\$55,000
H-212951	Valley Community Clinic 6902 Coldwater Canyon Avenue North Hollywood, California 91605 Attention: Diane Chamberlain Telephone: 818-763-8836/Facsimile: 818-7630-7231	\$10,000
H-213009	Venice Family Clinic 604 Rose Avenue Venice, California 90291 Attention: Christine Lund Telephone: 310- 664-7721/Facsimile: 310-392-6642	\$40,000
<u>Subtotal</u>		<u>\$ 629,000</u>
<u>Grand Total</u>		<u>\$1,266,362</u>

6. PRIMARY GEOGRAPHIC AREA TO BE SERVED:

Countywide.

7. DESIGNATED ACCOUNTABLE FOR PROGRAM EVALUATION:

James G. Haughton, M.D., MPH., Medical Director, Public Health.

8. APPROVALS:

Public Health:

Contract and Grants Division:

County Counsel (as to form):

John F. Schunhoff, Ph.D., Chief of Operations

Riley Austin, Acting Chief

Robert E. Ragland, Deputy County Counsel

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES**  
**PUBLIC HEALTH**  
**IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2003-2004**  
**COUNTY BUDGET**  
**JULY 1, 2003 through JUNE 30, 2004**

Attachment B

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
Research Analyst II	1	20%	\$3,584 - \$4,333	10,399
Research Analyst III	1	20%	\$4,487 - \$5,252	12,605
Subtotal Staff				\$23,004
Less Salary Savings			5.00%	(1,150)
Adjusted Total Staff				\$21,854
Employee Benefits			35.00%	7,649
Bilingual Bonus (\$100/month x 0.4 FTE x 12 months)				480
<b>TOTAL PERSONNEL SERVICES</b>				<b>\$29,983</b>
<b>OPERATING EXPENSES</b>				
Services and Supplies				1,905
Health Education Materials (Incentives & Media/Marketing)				0
Mileage/Parking (Travel In-State)				750
Travel/Training (Travel Out-of-State)				2,750
<b>TOTAL OPERATING EXPENSES</b>				<b>\$5,405</b>
<b>SUBCONTRACT EXPENSES</b>				
PCP - Esperanza Community Housing Corporation				228,660
PCP - St. John's Well Child Center				30,952
WIC - Northeast Valley Health Corporation				64,000
WIC - Public Health Foundation Enterprises, Inc.				53,750
CHC - AltaMed Health Services Corporation				85,000
CHC - Arroyo Vista Family Health Center				100,000
CHC - Avalon Municipal Hospital & Clinic				15,000
CHC - Central City Community Healthcare Center				20,000
CHC - Chinatown Service Center				10,000
CHC - Clinica Msr. Oscar A. Romero				27,000
CHC - Compton Central Health Clinic				17,000
CHC - East Los Angeles Health Task Force				10,000
CHC - Eisner Pediatric & Family Medical Center				87,000
CHC - El Proyecto Del Barrio				100,000
CHC - Family Health Care Centers of Greater LA, Inc.				28,000
CHC - Harbor Free Clinic				10,000
CHC - Koryo Health Foundation Community Clinic				10,000
CHC - Mission City Community Network, Inc.				37,000
CHC - Northeast Valley Health Corporation				100,000
CHC - Partners in Care Health Care-A-Van Mobile Health Clinic				37,000
CHC - QueensCare Family Clinics				55,000
CHC - St. John's Well Child & Family Center				72,000
CHC - Valley Community Clinic				10,000
CHC - Venice Family Clinic				40,000
CHC - Westside Family Health Center				19,000
Contract Monitoring Fee (Staff Analyst @ 20%)				17,050
<b>TOTAL SUBCONTRACT EXPENSES</b>				<b>\$1,283,412</b>
<b>TOTAL GRANT COST</b>				<b>\$1,318,800</b>
Indirect Cost		29.2934%		6,402
<b>Total Program Cost</b>				<b>\$1,325,202</b>

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

**Grant Project Title and Description**

Immunization Program Services - funding allocation is for the provision of community outreach and education, referrals, case management, voucher pick-up children immunization escort services and/or co-location of immunization services and enhanced immunizations services with community-based health centers.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CDHS	California State of California Standard Agreement 03-75134	June 30, 2003

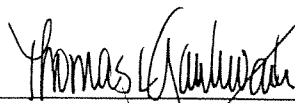
Total Amount of Grant Funding:	\$1,318,800	County Match Requirements	N/A
Grant Period:	FY 2003-2004	Begin Date:	July 1, 2003
		End Date:	June 30, 2004
Number of Personnel Hired Under this Grant:		Full Time	Part Time 2

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires	Yes	_____	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a). Absorb the program cost without reducing other services	Yes	_____	No	<u>X</u>
b). Identify other revenue sources	Yes	_____	No	<u>X</u>
(Describe)				
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant.	Yes	<u>X</u>	No	_____

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above N/A

  
Signature

9/12/03

Date

AGREEMENT NUMBER  
**03-75134**

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDHS, DHS, or the State)

California Department of Health Services

CONTRACTOR'S NAME

(Also referred to as Contractor)

County of Los Angeles (Department of Health Services)

2. The term of this Agreement is: July 1, 2003 through June 30, 2004

3. The maximum amount of this Agreement is: \$ 1,318,800  
One Million, Three Hundred Eighteen Thousand, Eight Hundred Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	8 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget	2 pages
Exhibit B, Attachment I, Schedules I - XXV – Subcontractor Budget	25 pages
Exhibit C * – General Terms and Conditions	GTC 103
Exhibit D(F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	1 page
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles (Department of Health Services)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

3530 Wilshire Boulevard, Suite 700, Los Angeles, CA 90010

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Edward Stahlberg, Chief, Program Support Branch

ADDRESS

1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 942732  
Sacramento, CA 94234-7320

California Department of General  
Services Use Only

☐ Exempt per:



**EXHIBIT A**  
Scope of Work

1. Contractor agrees to provide to the Department of Health Services (DHS) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, requires immunizations against childhood diseases prior to school admittance. Health Officers are required to organize and maintain a program to make the required immunizations available. This contract assists the Contractor in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the Department of Health Services' responsibility to provide this assistance to the local health jurisdictions. The Contractor is to conduct a general immunization program which provides rubella, measles, mumps, polio, diphtheria, tetanus, pertussis, haemophilus influenzae b, varicella, and hepatitis B vaccines to the general public. In addition, the Contractor identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2. The services shall be performed at applicable facilities in the County of Los Angeles.
3. The services shall be provided during County working hours and days.
4. The project representatives during the term of this agreement will be:

**Department of Health Services**  
David Gambill  
Telephone: (213) 351-7800  
Fax: (213) 351-2780

**Contractor**  
Cheri Todoroff  
Telephone: (213) 351-7800  
Fax: (213) 351-2780

Direct all inquiries to:

**Department of Health Services**

Immunization Branch  
Attention: Leona O'Neill  
2151 Berkeley Way, Room 712  
Berkeley, CA 94704

Telephone (510) 540-2318  
Fax: (510) 883-6015

**Contractor**

County of Los Angeles (Department of Health Services)  
Attention: Cheri Todoroff  
3530 Wilshire Boulevard, Suite 700  
Los Angeles, CA 90010

Telephone: (213) 351-7800  
Fax: (213) 351-2780

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**EXHIBIT A**  
**Scope of Work**

**5. SERVICES TO BE PERFORMED – Pediatric-IAP**

The Contractor must agree to the following inclusive objectives and conduct the following activities. Please note that many of these services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and local health departments. The level of subvention contract funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention contract funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities. Subvention funds can only be used for the activities outlined in the budget justification.

**A. Objectives:**

- 1) Raise to (or maintain) immunization levels of 95% or greater for each of the legally required immunizations among all kindergarten entrants, incoming transfer students to schools, and entrants into child care centers within the Contractor's jurisdiction.
- 2) By the year 2005, 90% of two-year-olds within the Contractors jurisdiction should be vaccinated with one dose of measles, mumps, and rubella (MMR) vaccine, three doses of polio vaccine, at least four doses of diphtheria, tetanus, and pertussis (DTP) vaccine, three doses of *Haemophilus influenzae* type b (Hib) vaccine, three doses of hepatitis b vaccine, and one dose of varicella vaccine.
- 3) Through prevention, surveillance and outbreak control, reduce, and if possible eliminate, illness, disability and death due to vaccine preventable diseases such as polio, diphtheria, tetanus, pertussis, measles, rubella, mumps, hepatitis B, hepatitis A, *Haemophilus Influenzae* Type b, and varicella within the Contractor's jurisdiction.
- 4) Establish and/or maintain an effective reminder/recall system for clinic patients which includes the following elements:
  - a. Reminder system (postcard, telephone call, or autodialer)
  - b. Follow up recall notices for no - shows
  - c. Simple tracing procedures for missing clients
  - d. Written protocol
- 5) Inform and educate health care providers, school staff, child care community, and the general public about the need for scheduled timely immunizations of children and adults.

**B. Specific Activities:**

- 1) Program Management
  - a. Contractor agrees to assign one or more staff the responsibility of monitoring each program activity 1) Program Management; 2) Service Delivery; 3) Population Assessment; 4) Surveillance and Outbreak Control; 5) Provider Quality Assurance; 6) Consumer Information; 7) Immunization Registries; and 8) Vaccine Management.
  - b. Contractor agrees to coordinate program planning and implementation of strategies to improve immunization coverage rates of the population with local public and private agencies, e.g., WIC, CHDP, CALWORKS, Healthy Families, medical societies, non-profit community based organizations, and other public agencies serving adults and children located in the health jurisdiction.

**EXHIBIT A**  
**Scope of Work**

2) Service Delivery

- a. Public immunization clinic policies and practices shall be in general accordance with the current recommendations approved by the U.S. Public Health Service and endorsed by the American Academy of Pediatrics (AAP) as specified in the \*Standards for Pediatric Immunization Practices. Appropriate in-service training for public clinic staff shall be instituted to assure compliance with the Standards.
- b. Within the health jurisdiction, the Contractor shall ensure those medically underserved children, adolescents and adults utilize a medical home to facilitate continuity of care, including receipt of all recommended immunizations.
- c. Within the health jurisdiction, the Contractor shall implement and maintain immunization clinic reminder/recall systems among all public medical providers, who receive state-supplied vaccines, to improve age-appropriate immunizations of preschool-age children.
- d. Public health clinics with a CASA (4 DTP, 3 polio, 1 MMR, 3 Hib and 3 Hepatitis B) rate below 40% should achieve a 25% improvement; public health clinics with rates between 40% and 49% should achieve a 15% improvement; public health clinics with rates between 50% and 69% should achieve a 10% improvement; and public health clinics with rates between 70% and 85% should achieve a 5% improvement.

3) Population Assessment

- a. In accordance with the guidelines and timetables provided by the Immunization Branch, the Contractor shall coordinate the assessment of the immunization levels of child care centers, Head Start Centers, kindergarten, and 7<sup>th</sup> grade entrants.
- b. In coordination with Immunization Branch Field Representatives, local health authorities and local child care center and school authorities, the Contractor must make efforts to ensure that all (100%) child care centers, Head Start centers and schools fully enforce existing regulations pertaining to the immunization of children admitted to such institutions.
- c. In accordance with the guidelines and timetables provided by the Immunization Branch, the Contractor shall conduct selective review assessments of randomly selected child care centers, Head Start centers and schools to ensure enforcement of existing immunization regulations pertaining to the immunization of children admitted to such institutions.

4) Surveillance and Outbreak Control

- a. Contractor shall establish and maintain an effective system for identification and reporting of suspect, probable and confirmed cases of vaccine preventable diseases (VPDs). Sources of surveillance information should include practicing physicians, licensed laboratories, outpatient clinics, hospitals, schools, child care centers and Head Start centers. As necessary, contractor shall conduct enhanced, active surveillance in communities where a VPD is prevalent.
- b. Investigation and Control of VPDs
  - i. Investigation of all reported suspect, probable and confirmed VPDs shall be initiated in accordance with the guidelines and timetables provided by the Immunization Branch.
  - ii. Outbreak control procedures for the VPDs shall be initiated in accordance with the guidelines and timetables of the Immunization Branch.

**EXHIBIT A**  
**Scope of Work**

- c. Contractor shall participate in the national Vaccine Adverse Events Reporting System (VAERS) for follow up of adverse events following immunizations in accordance with current Immunization Branch guidelines.

5) Provider Quality Assurance

- a. Assure that health care providers within the jurisdiction are knowledgeable and competent in immunization practices. Provide and/or promote training opportunities. Such opportunities may include live training/educational courses, distance learning satellite courses, grand rounds and medical meeting presentations, seminars, health officer newsletters, exhibits, workshops, in-service training, medical assistant training, provider site visits, and distribution of informational, educational, or practice management materials to physicians in practice.
- b. Annually, within the health jurisdiction, the Contractor shall review immunization records of select public clinics that receive state-supplied vaccine. The sampling technique and immunization clinic record methodology must be compatible with the methodology of the Immunization Branch of the California Department of Health Services.
- c. As funding permits, the Contractor shall conduct quality assurance reviews and record assessments of private health care providers enrolled in the California Vaccines for Children Program.

6) Consumer Information

- a. To reach families in the community and reduce ethnic disparities in immunization rates, the Contractor will promote and implement outreach activities through partnerships, coalitions, and collaboration with community groups, childcare providers, and culturally specific organizations.
- b. The Contractor will ensure that each maternity hospital within the jurisdiction has a new mother education program. Types of programs include distribution of the Hallmark Card, distribution of pertinent languages of Parent's Love Cards, and Baby Track-type reminder programs. Including immunization information in Registrar of Births mailings to new mothers also is encouraged.

7) Immunization Registries

- a. As funding permits, design and construct an immunization registry in accordance with the 12 CDC – DHS Immunization Branch 12 functional standards of operation.
- b. As funding permits, collaborate with provider organizations and other stakeholders in the registry's catchment area to assist with provider recruitment, planning and implementation.
- c. As funding permits and once registry is operational, increase the percentage of public and private provider sites participating in the registry.

8) Vaccine Management

The contractor receiving vaccine purchased with State of California/Federal funds, herein called State purchased vaccines, agrees to the following terms and conditions.

- a. Prior to receipt of an immunization, all patients (or their parents or legal guardians) must be:

**EXHIBIT A**  
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- i. screened in accordance with the federal Centers for Disease Control and Prevention (CDC) and Centers for Medicare and Medicaid Services (CMMS) requirements to determine their eligibility for receipt of vaccine from the federal Vaccines for Children Program;
- ii. provided a copy of the current "Vaccine Information Statement" for each vaccine dose to be administered (in the case of hepatitis B vaccine given to newborn infants this can be provided to the mother during prenatal care or within 12 hours after delivery);
- iii. provided a reasonable opportunity to read the "Vaccine Information Statement(s)";
- iv. provided an opportunity to ask questions and have questions answered concerning the benefits and risks of each immunization;
- v. specifically asked if they understand the information provided to them and if they have any questions;
- vi. given a telephone number to call should the patient become ill and have to visit a physician, clinic or hospital within the 28 days following the immunization;
- vii. provided the authorized appropriate translations of the "Vaccine Information Statements" if English is not their first language and their language is one for which the State has made translations available.

The Immunization Branch will supply to all local health departments camera-ready copies and/or a supply of the "Vaccine Information Statements" in English and Spanish. In addition, should a sufficient need exist, the Immunization Branch will arrange for authorized translations and provide camera-ready copies and "Vaccine Information Statements" in other languages.

- b. Health care providers must make notation in each patient's permanent medical record at the time the "statements" are provided. For health care providers who obtain vaccine via federal contract, the CDC Immunization Grant Guidance defines this as (1) date printed on the appropriate "Vaccine Information Statement(s)" and (2) date the "Vaccine Information Statement(s)" was given to the vaccine recipient, parent, or legal representative.

The record card or log sheet must include as a minimum the following information:

- i. patient name
- ii. address
- iii. date of birth
- iv. age at time of immunization
- v. type of vaccine(s) given
- vi. clinic identification
- vii. date of immunization
- viii. site of immunization
- ix. name and title of person administering the vaccine (e.g., S. Smith, R.N.)
- x. vaccine manufacturer
- xi. vaccine lot number
- xii. *signature of patient or parent/guardian authorizing immunization (optional)*
- xiii. *date of signature (optional)*
- xiv. date(s) printed on the "Vaccine Information Statements" provided to the patient or parent/guardian

**EXHIBIT A**  
Scope of Work

**NO ALTERATION, VARIATIONS OR ADDITIONS TO THE VACCINE INFORMATION STATEMENTS OR VACCINE AGREEMENT MAY BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CHIEF OF THE IMMUNIZATION BRANCH OF THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES.**

- c. The authorized immunization patient record or authorized clinic log sheets must be stored by the local health department in a retrievable file for a minimum of 10 years following the end of the calendar year in which the statement was provided to the vaccine recipient, parent, or legal representative. In addition, if a notice of a claim or lawsuit has been made, the record must be retained until after a final disposition has been made.
- d. In the case of a school-based program, or other programs where the "Vaccine Information Statement(s)" are to be read in advance of the immunization by the patient or parent/guardian or other authorized person who will not be present at the site where the immunizations are to be given, procedures shall be established and made known for answering questions by telephone.
- e. Outside non-profit providers of immunization services must sign the State provided "Outside Provider Agreement for Receipt of State-Supplied Vaccines" terms prepared by the State Immunization Branch before they may receive State purchased vaccine. Medical providers of immunization services who sign the agreement must agree to use the "Vaccine Information Statements" and must be provided as many copies of the statements as vaccine doses distributed, or at least one camera-ready copy of each vaccine statement. The "Outside Provider Agreement..." and the use of the "Vaccine Information Statements" are required in clinic settings even if the clinics are supervised by a physician in attendance. The "Outside Provider Agreement..." shall be signed annually by non-health department medical providers and retained by the local health department for a minimum of ten years following the last calendar year in which the State Immunization Branch purchased vaccine was provided.
- f. No charge may be made to the patient, parent, guardian or third party payer for the cost of State purchased vaccine provided to local health departments by the Immunization Branch. In addition, outside, non-profit providers of immunization services receiving State purchased vaccine may not charge patients or parents for the cost of vaccine. Charges made by local health departments for the direct costs incurred for administration or injection of the vaccine are discouraged but are not specifically prohibited. Should the health department or outside medical provider receiving state vaccine establish an administration fee for an injection of vaccine, information, e.g., sign/poster, must be prominently displayed which indicates that no one receiving an immunization in a public clinic may be denied vaccine provided through public funds for failure to pay the administration fee or failure to make a donation to the provider.
- g. Local health departments and other private and public providers utilizing State purchased vaccine must report quarterly the vaccine doses administered, by vaccine type and age group of patient, and dose in series (for multiple-dose vaccines) in a format provided by the Immunization Branch. Reports should be submitted to the Immunization Branch by the third day of the following month.
- h. Each quarter, the local health department must report a current vaccine inventory including all sites within the county or local jurisdiction. The Immunization Branch will supply the reporting forms. All local health departments are to notify their Immunization Branch Field Representative of any vaccine which is unlikely to be used not later than three months prior to its date of expiration.
- i. The local health department agrees to ensure that the storage and handling of State purchased vaccine within its facilities is in accordance with the manufacturers' specifications. The local health department also agrees to inform other providers who receive Immunization Branch purchased vaccine of the manufacturers' specifications for vaccine storage and handling.

**EXHIBIT A**  
**Scope of Work**

**C. Required Reports**

1) Reports of Local Program Progress and Activities

In accordance with the guidelines and format provided by the Immunization Branch, the Contractor shall submit, through his/her Immunization Branch District Field Representative, to the Branch identified in paragraph 5 within C. Required Reports, by the 15th of the month following the end of each quarter, a written quarterly report of progress and activities. In addition to the written report the Contractor and Project Liaison, or his designee, may meet and discuss the above matters in person.

2) Upon completion of the investigation of each probable or confirmed measles case, a completed investigation form must be submitted to the Immunization Branch.

3) Contractor agrees that itemized personnel positions listed in the *Application for Immunization Project Subvention Funds* shall not be subject to Contractor's personnel policy decisions to refrain from filling vacant positions.

4) The Contractor shall submit through his/her Immunization Branch District Field Representative, to the Branch identified in paragraph 5 within C. Required Reports, on or before the 3rd of the month following the report month, a written Monthly Vaccine Usage Report in the form prescribed by the State Department of Health Services, Immunization Branch.

5) All reports, other than those required to be directed to the District Field Representatives, invoices, and other written communications are to be addressed and delivered to the State Department of Health Services, Immunization Branch, 2151 Berkeley Way, Berkeley, California 94704.

6) The State reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.

7) It is agreed by the Contractor that in the event that a significant portion of the Contract objectives for the initial four months of the Contract are not met by that time; and in the event that the State determines from quarterly invoices, performance reports, and other sources of information that the Contractor will not perform the total quantity of services contracted for; and that therefore, the total budget allocation will not be depleted; the State and/or Contractor may make an equitable adjustment in the original Contract budget and Contract objectives in order to decrease the total quantity of services and commensurate Contract amount. Any adjustment shall be by amendment only and duly executed by both parties and approved by the Department of General Services (if applicable).

**6. SERVICES TO BE PERFORMED – Collaborative Funds**

A. Objectives:

1) By June 30, 2005, within the catchment area the Contractor shall have implemented and shown documented progress of targeting the "highest risk" children under two years of age to ensure they receive age-appropriate immunizations on time. The progress shall be demonstrated through attainment and achievement of the goals, objectives, and activities stated in the Contractor's Fiscal Year 2003/2004 Budget Application, submitted to the California Department of Health Services Immunization Branch on **May 19, 2003**.

**EXHIBIT A**  
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B. Required Reports:

- 1) The quarterly progress reports will document the efforts made toward achieving the revised goals, objectives, and activities stated in the Contractor's Fiscal Year 2003/2004 Budget Application, submitted to the California Department of Health Services Immunization Branch on **May 19, 2003**.

**7. ALLOWABLE INFORMAL SCOPE OF WORK CHANGES**

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this contract, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by the State, the Contractor may devise its own format for this purpose.



**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Health Services  
Immunization Branch  
Attn: Leona O'Neill  
2151 Berkeley Way, Room 712  
Berkeley, CA 94704

- C. Invoices shall:
  - 1) Be prepared on company letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
  - 2) Bear the Contractor's name as shown on the Agreement.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize allowable costs for the billing period.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this Agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

**5. Allowable Line Item Shifts**

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual Agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual Agreement total does not increase or decrease.
- B. Line item shifts meeting this criteria shall not require a formal Agreement Amendment.
- C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

**6. List of Subcontractor Budget**

Exhibit B, Attachment I, Schedule I, page 1, entitled "AltaMed Health Services Corporation", Schedule II, page 2, entitled "Arroyo Vista Family Health Center", Schedule III, page 3, entitled "Avalon Municipal Hospital and Clinic", Schedule IV, page 4, entitled "Central City Community Healthcare Center", Schedule V, page 5, entitled "Chinatown Service Center", Schedule VI, page 6, entitled "Clinica Msr. Oscar A. Romero", Schedule VII, page 7, entitled "Compton Central Health Clinic", Schedule VIII, page 8, entitled "East Los Angeles Health Task Force", Schedule IX, page 9, entitled "Eisner Pediatric & Family Medical Center", Schedule X, page 10, entitled "El Proyecto del Barrio", Schedule XI, page 11, entitled "Esperanza Community Housing Corporation", Schedule XII, page 12, entitled "Family Health Care Centers of Greater Los Angeles, Inc.", Schedule XIII, page 13, entitled "Harbor

**Exhibit B**  
**Budget Detail and Payment Provisions**

Free Clinic", Schedule XIV, page 14, entitled "Koryo Health Foundation", Schedule XV, page 15, entitled "Mission City Community Network, Inc.", Schedule XVI, page 16, entitled "Northeast Valley Health Corporation", Schedule XVII, page 17, entitled "Northeast Valley Health Corporation - WIC", Schedule XVIII, page 18, entitled "Partners in Care Foundation Care-A-Van Mobile Health Clinic", Schedule XIX, page 19, entitled "Public Health Foundation Enterprises, Inc. – WIC", Schedule XX, page 20, entitled "QueensCare Family Clinics", Schedule XXI, page 21, entitled "St. John's Well Child Center", Schedule XXII, page 22, entitled "St. John's Well Child & Family Center", Schedule XXIII, page 23, entitled "Valley Community Clinic", Schedule XXIV, page 24, entitled "Venice Family Clinic", and Schedule XXV, page 25, entitled "Westside Family Health Center" are for informational purposes only.

**7. Additional Budget Provisions**

A. The total amount of the contract will be indicated as either some part, or all, of the total operations budget. If the total amount of the contract is less than the total operations budget, the Contractor will be responsible for providing the difference between the total amount of the contract and the total operations budget. Further, all invoices to the State which request reimbursements for positions included in the Contractor's Application for Immunization Project Subvention Funds submitted by the Contractor on **May 19, 2003** shall include the name and position title of the persons that have performed in these positions.

B. The Contractor shall provide for any personnel or operating expenses that are necessary to meet the provisions included herein but are not provided for in the Budget included as Exhibit "B".

C. Reimbursement of HbsAg and core anti-body (anti-HBc) tests

For reimbursement of HBsAg and core anti-body (anti-HBc) tests of public patients (not eligible for Medi-Cal or other third party reimbursement) included in Exhibit B, a line-listing or appropriate format approved by the State Immunization Branch of individual laboratory tests specifying the type of test performed (HBsAg or anti-body core) and an accompanying identification number must be attached to the invoice. The total reimbursement cost for laboratory tests requested on the invoice must be supported by the exact number of tests indicated on the aforementioned line-listing or format approved by the State Immunization Branch.

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**27. University of California Mutual Indemnification**

(Applicable only to agreements entered with the Regents of the University of California or a University of California campus under its jurisdiction.)

- a. The State and the Regents of the University of California shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either the State or the Regents of the University of California.
- b. It should be expressly understood that the obligations hereunder shall be conditioned upon this contract being one that falls within the purview of Section 895 of the Government Code.

**28. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**30. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this agreement. Furthermore, Grantee, by signing this agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**31. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

## f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

## (a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

## (b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

## (c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

## 32. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

## a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHS program contract manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH SERVICES

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Contractor

---

Printed Name of Person Signing for Contractor

---

Contract / Grant Number

---

Signature of Person Signing for Contractor

---

Date

---

Title

After execution by or on behalf of Contractor, please return to:

Department of Health Services  
(Name of the DHS program providing the funds)  
P.O. Box 942732  
714 P Street  
Sacramento, CA 94234-7320



**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only:  Year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, If known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, If known: _____
<b>6. Federal Department/Agency:</b>  _____		<b>7. Federal Program Name/Description:</b>  CDFA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>  _____		<b>9. Award Amount, if known:</b>  _____
<b>10. a. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI):  _____ (attach Continuation Sheet(s) SF-LLL-A, If necessary)		<b>b. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI):  _____
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: Nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</b>   (Attach Continuation Sheet(s) SF-LLL-A, If necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A Attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form-LLL

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
10. (b) Enter the full names of the individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503.

**Exhibit E**  
Additional Provisions

**1. Contract Amendments**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

**2. Cancellation / Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred prior to receipt of the notice of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

## Contractor's Release

### Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to contract number 03-75134 entered into between the State of California Department of Health Services (DHS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) \_\_\_\_\_, in the amount(s) of \$ \_\_\_\_\_ and dated \_\_\_\_\_. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHS or purchased with or reimbursed by contract funds)

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

Contractor's Legal Name (As on contract): County of Los Angeles (Department of Health Services)

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

DHS Distribution:    Accounting (Original)    Program    CMU contract file

**Travel Reimbursement Information**  
**Effective October 1, 2001**

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.
  - a. Reimbursement shall be at the rates established for nonrepresented/excluded state employees.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
<u>Counties of Alameda, San Francisco, San Mateo, and Santa Clara.</u>	<u>\$140.00 plus tax</u>

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

## Exhibit G (Continued)

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be 34 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of 37 cents per mile. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

### Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> <li>Travel period ends at least one hour after the regularly scheduled workday ends, or</li> <li>Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m.</li> </ul>	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

Contract No. H-212985-2

**IMMUNIZATION PROGRAM - WOMEN, INFANTS, AND CHILDREN  
PROJECT SERVICES AGREEMENT**

Amendment No. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

NORTHEAST VALLEY HEALTH  
CORPORATION, INC.  
(hereafter "Contractor").

WHEREAS reference is made to that certain document entitled  
"IMMUNIZATION PROGRAM - WOMEN, INFANTS, AND CHILDREN PROJECT  
SERVICES AGREEMENT", dated September 4, 2001, and further  
identified as County Agreement No. H-212985, between the County  
and Northeast Valley Health Corporation, Inc. ("Contractor") and  
any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to provide for the changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on July 1, 2003 and shall remain in full force and effect to, and including June 30, 2004. Thereafter, this Agreement shall be automatically renewed for an additional twelve (12) months effective July 1, 2004 through June 30, 2005, subject to the availability of State funding to the County. If such State funding is not forthcoming, this Agreement shall terminate on June 30, 2004.

2. Paragraph 1, TERM, shall be revised as follows:

"1. TERM: This Agreement shall be effective September 4, 2001 and shall continue in full force and effect to, and including, June 30, 2005, subject to the availability of State funding.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated, with or without cause, by Contractor at least thirty (30) calendar days advance written notice to County. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2005.

Director may also suspend the performance of services



hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30<sup>th</sup> of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

2. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised as

follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, B, B-I, C, C-I, and D Scope of Work, attached hereto and incorporated herein by reference.

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this Agreement through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder is Sixty-Four Thousand Dollars (\$64,000) as set forth in Exhibit C-I, Schedule C-I, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2004 through June 30, 2005, the maximum obligation of County for Contractor's performance hereunder shall not exceed, Sixty-Four Thousand Dollars (\$64,000), subject to the availability of State funding to County. This sum represents the total maximum obligation of County for this period as shown in Schedule D.

Contractor shall use such funds only to pay for Expenditures Categories (i.e., Personnel Services and Operating Expenses), as set forth in Schedules C-I and D and only to the extent that such funds are reimbursable to County

under State Agreement.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Schedules C-I and D of Exhibits C-I and D as the total funding for Personnel Services and Operating Expenses."

4. Paragraph 35 NO PAYMENT FOR SERVICES PROVIDED

FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Additional Provisions to read as follows:

"35. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or

reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

5. Paragraph 36, SAFELY SURRENDERED BABY LAW, shall be added to the Additional Provisions to read as follows:

36. SAFELY SURRENDERED BABY LAW:

1. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED

BABYLAW: The Contractor shall notify

and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

2. Contractor's Acknowledgment of County's Commitment to

the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent

position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

6. Paragraph 37 ENTIRE AGREEMENT, shall be added to the Additional provisions to read as follows:

"37. ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, B-I, C, C-I, D and E attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

A. Exhibit A

B. Exhibits B, B-I, C, C-I, D, and E

C. Schedules A-1, B-1, C, C-1, and D

8. As of the effective date of July 1, 2003, wherever it

appears in this Agreement, the term "Exhibit C" shall be replaced by the term "Exhibit C-I", respectfully.

9. As of July 1, 2003, Exhibit C-I shall be added to the Agreement.

10. As of July 1, 2003, Schedule C-I shall be added to the Agreement.

11. As of July 1, 2003, Exhibits C-I and Schedule C-I shall supersede and replace Exhibit C, and Schedule C, respectively.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

NORTHEAST VALLEY HEALTH  
CORPORATION, INC. \_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

AMENDCD3014.KH  
kh:8/4/03

### SCOPE OF WORK (FISCAL YEAR 2003-2004)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: Northeast Valley Health Corporation (NEVHC) WIC Program

Goal: To increase to 80% up-to-date immunization coverage levels for children 12-17 months and 24-29 months with an immunization history at participating WIC sites in Los Angeles County.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
I. Increase the proportion of children bringing in a documented immunization record.	Encourage clients to bring in their child's immunization record to every visit through flyers, posters, request for IZ records and incentives.	Ongoing	Document use of flyers, posters, requests for IZ records and incentives.
II. Determine immunization coverage levels for children ages 12-17 months and 14-29 months.	Assess immunization status of WIC clients ages 0 – 24 months at 9 NEVHC WIC Centers by use of the WIC version of the Immunization Tracking System Los Angeles (ITS LA).  Obtain monthly UTD reports for 12 – 17 month old children and 24 – 29 month old children.	Ongoing	Document total number of participants 12 – 17 months of age. Of those 12 – 17 months, # with immunization histories in the WIC database.  Of those with immunization histories, the # with 3 DTap, 2 IPV, 2 Hib, 2 Hep B.  Document total number of participants 24 – 29 months of age. Of those 24 – 29 months, # with immunization histories in the WIC database.  Of those with immunization histories, the # with 4 DTap, 3 IPV, 1 MMR, 3 Hib, 3 Hep B.



NORTHEAST VALLEY HEALTH CORPORATION - WIC  
FY03-04 SCOPE OF WORK  
PAGE 2 OF 2

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
III. Ensure that immunization services are available for those children who are not age appropriately up-to-date upon assessment.	For children found either not to be UTD for age with recommended immunizations or to not have an immunization record, refer to their primary health care provider, or provide a list of locations offering free immunizations.  Expand Monthly Voucher Pick-up project to one additional WIC Center, Canoga Park WIC, for a total of 8 sites.	Ongoing  Ongoing	Obtain monthly activity reports documenting assessment of immunization status through ITS LA.  Document use of referral forms.  Document implementation of MVP at one additional WIC Center. Document number of participants placed on MVP.
IV. Submit quarterly reports as required by the State of California Immunization Branch and the Los Angeles County Immunization Program.	Utilize reporting form and submit to Los Angeles County Immunization Program (LACIP) WIC Coordinator.	Quarterly	Use reporting form provided by LACIP WIC Coordinator.

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COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
 PUBLIC HEALTH  
 IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2003-2004  
 NORTHEAST VALLEY HEALTH CORPORATION - WIC  
 JULY 1, 2003 through JUNE 30, 2004

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
Consultant	1	150	\$40.00	6,000
Data Entry/Clerk	1	1,872	\$10.90	20,405
Program Director	1	624	\$32.05	19,999
Subtotal Program Staff				46,404
Employee Benefits @			23.00%	9,293
<b>TOTAL PERSONNEL SERVICES</b>				<b>55,697</b>
 <u>OPERATING EXPENSES</u>				
Services and Supplies				6,553
Health Education Materials				750
Travel				1,000
Equipment				0
<b>TOTAL OPERATING EXPENSES</b>				<b>8,303</b>
 <b>TOTAL BUDGET COSTS</b>				 <b>64,000</b>

## SCOPE OF WORK (FISCAL YEAR 2004-2005)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: Northeast Valley Health Corporation (NEVHC) WIC Program

Goal: To increase to 80% up-to-date immunization coverage levels for children 12-17 months and 24-29 months with an immunization history at participating WIC sites in Los Angeles County.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
I. Increase the proportion of children bringing in a documented immunization record.	Encourage clients to bring in their child's immunization record to every visit through flyers, posters, request for IZ records and incentives.	Ongoing	Document use of flyers, posters, requests for IZ records and incentives.
II. Determine immunization coverage levels for children ages 12-17 months and 14-29 months.	Assess immunization status of WIC clients ages 0 – 24 months at 9 NEVHC WIC Centers by use of the WIC version of the Immunization Tracking System Los Angeles (ITS LA).  Obtain monthly UTD reports for 12 – 17 month old children and 24 – 29 month old children.	Ongoing	Document total number of participants 12 – 17 months of age. Of those 12 – 17 months, # with immunization histories in the WIC database.  Of those with immunization histories, the # with 3 DTaP, 2 IPV, 2 HIB, 2 Hep B.  Document total number of participants 24 – 29 months of age. Of those 24 – 29 months, # with immunization histories in the WIC database.  Of those with immunization histories, the # with 4 DTaP, 3 IPV, 1 MMR, 3 HIB, 3 Hep B.

NORTHEAST VALLEY HEALTH CORPORATION - WIC

FY04-05 SCOPE OF WORK

PAGE 2 OF 2

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
III. Ensure that immunization services are available for those children who are not age appropriately up-to-date upon assessment.	<p>For children found either not to be UTD for age with recommended immunizations or to not have an immunization record, refer to their primary health care provider, or provide a list of locations offering free immunizations.</p> <p>Expand Monthly Voucher Pick-up project to one additional WIC Center, Valencia Health Center WIC, for a total of 12 sites.</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>Obtain monthly activity reports documenting assessment of immunization status through ITS LA.</p> <p>Document use of referral forms.</p> <p>Document implementation of MVP at one additional WIC Center. Document number of participants placed on MVP.</p>
IV. Submit quarterly reports as required by the State of California Immunization Branch and the Los Angeles County Immunization Program.	Utilize reporting form and submit to Los Angeles County Immunization Program (LACIP) WIC Coordinator.	Quarterly	Use reporting form provided by LACIP WIC Coordinator.

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COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
 PUBLIC HEALTH  
 IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2004-2005  
 NORTHEAST VALLEY HEALTH CORPORATION - WIC  
 JULY 1, 2004 through JUNE 30, 2005

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
Consultant	1	150	\$40.00	6,000
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 <u>OPERATING EXPENSES</u>				
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Health Education Materials				750
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Equipment				0
<b>TOTAL OPERATING EXPENSES</b>				<b>8,303</b>
 <b>TOTAL BUDGET COSTS</b>				 <b>64,000</b>

**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law** A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County:**

**(877) BABY SAFE**

**(877) 222-9723**

**[babysafela.org](http://babysafela.org)**



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Grantland Johnson, Secretary

Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

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*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

Contract No. H-213067-2

## IMMUNIZATION PROJECT SERVICES AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ARROYO VISTA FAMILY HEALTH  
CENTER (hereafter  
"Contractor").

WHEREAS reference is made to that certain document entitled  
"IMMUNIZATION PROJECT SERVICES AGREEMENT", dated September 4,  
2001, and further identified as County Agreement No. H-213067,  
between the County and Arroyo Vista Family Health Center  
("Contractor") and any Amendments thereto (all hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to provide for the changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on July 1, 2003 and



shall remain in full force and effect to, and including June 30, 2004. Thereafter, this Agreement shall be automatically renewed for an additional twelve (12) months effective July 1, 2004 through June 30, 2005, subject to the availability of State funding to the County. If such State funding is not forthcoming, this Agreement shall terminate on June 30, 2004.

2. Paragraph 1, TERM, shall be revised as follows:

"1. TERM: This Agreement shall be effective September 4, 2001 and shall continue in full force and effect to, and including, June 30, 2005, subject to the availability of State funding.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated, with or without cause, by Contractor at least thirty (30) calendar days advance written notice to County. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2005.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon

Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30<sup>th</sup> of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

2. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, B, B-I, C, C-I, and D Scope of Work, attached hereto and incorporated herein by reference.

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this Agreement through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder is One Hundred Thousand Dollars (\$100,000) as set forth in Exhibit C-I, Schedule C-I, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2004 through June 30, 2005, the maximum obligation of County for Contractor's performance hereunder shall not exceed, One Hundred Thousand Dollars (\$100,000), subject to the availability of State funding to County. This sum represents the total maximum obligation of County for this period as shown in Schedule D.

Contractor shall use such funds only to pay for Expenditures Categories (i.e., Personnel Services and Operating Expenses), as set forth in Schedules C-I and D and only to the extent that such funds are reimbursable to County under State Agreement.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Schedules C-I and D of Exhibits C-I and D as the total funding for Personnel Services and Operating Expenses."

4. Paragraph 35 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Additional Provisions to read as follows:

"35. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time.

Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

5. Paragraph 36, SAFELY SURRENDERED BABY LAW, shall be added to the Additional Provisions to read as follows:

36. SAFELY SURRENDERED BABY LAW:

1. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED

BABYLAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

2. Contractor's Acknowledgment of County's Commitment to

the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The

Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

6. Paragraph 37 ENTIRE AGREEMENT, shall be added to the Additional provisions to read as follows:

"37. ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, B-I, C, C-I, D and E attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

- A. Exhibit A
- B. Exhibits B, B-I, C, C-I, D, and E
- C. Schedules A-1, B-1, C, C-1, and D

8. As of the effective date of July 1, 2003, wherever it appears in this Agreement, the term "Exhibit C" shall be replaced

by the term "Exhibit C-I", respectfully.

9. As of July 1, 2003, Exhibit C-I shall be added to the Agreement.

10. As of July 1, 2003, Schedule C-I shall be added to the Agreement.

11. As of July 1, 2003, Exhibits C-I and Schedule C-I shall supersede and replace Exhibit C, and Schedule C, respectively.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

ARROYO VISTA FAMILY HEALTH CENTER  
Contractor

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

AMENDCD3015.KH  
kh:8/4/03



## FISCAL YEAR 2003-2004 SCOPE OF WORK

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

**Agency: ARROYO VISTA FAMILY HEALTH CENTER**

Clinic Site: El Sereno - 4815 E. Valley Boulevard, Suite C&D, El Sereno 90032, 323-222-1134

Clinic Site: Highland Park - 6000 Figueroa Street, Los Angeles 90042, 323-254-5221

Clinic Site: Lincoln Heights - 2221 North Broadway, Los Angeles 90031, 323-224-2188

**Goal:** Increase to 80% the percentage of 24-35 month old children who have completed the immunization series of 4DTaP, 3 polio, 1 MMR, 3 Hib and 3 hepatitis B (4:3:1:3:3) and increase to 90% the percentage of 24-35 month old children who have completed 4 DTaP.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Adopt all Standards of Pediatric Immunization Practices.	Participate in a Quality Assurance Review (QAR) to review all Standards and implement an action plan for any Standards with deficiencies.  Meet with Los Angeles County Immunization Program (LACIP) staff until all deficiencies have been resolved.	Annually  Quarterly	Documentation of QAR and action plan.  Documentation of meetings and written documentation that all deficiencies have been corrected.
Increase the 4:3:1:3:3 coverage level and 4 DTaP coverage level of 24-35 month old children by June 30, 2004 as indicated:  <div>Improvement</div> <div>Below 40% 40% - 49% 50% - 69% 70% - 85%</div> <div>25% 15% 10% 5%</div>	Provide immunizations on a walk-in basis.  Screen for and provide immunizations at all visits.  Provide "express-lane" service to children seen for immunizations only.  Administer all vaccine doses currently due simultaneously.  Follow only true contraindications to immunizations as specified by the ACIP and Committee on Infectious Diseases (Red Book).	Ongoing          Annually	Achievement of these activities to be evaluated and documented in the annual QAR.          CASA documentation on file.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Maintain an immunization tracking system to ensure that 100% of infants and toddlers are tracked and recalled.	<p>Meet with a LACIP staff to review current reminder/recall activities and implement recommendations for improvement.</p> <p>Notify all families of infants/children of upcoming immunization due dates by mailing a reminder postcard.</p> <p>Notify all families of missed immunizations by attempting to contact client a minimum of two times by mail or phone. Phone calls must include at least one daytime and one evening attempt.</p> <p>Document in medical chart that a minimum of two attempts were made to contact family about missed immunizations.</p>	<p>Quarter 1</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Documentation of meeting on file.</p> <p>Provide quarterly documentation of number of clients sent reminder post-cards/recall post-cards/phone calls made. Achievement of these activities to be evaluated and documented in the annual QAR.</p> <p>Documented in the annual QAR and Programmatic Review.</p>
Expand immunization services by including additional clinic days and hours per week.	<p>Provide immunizations to a minimum of 9,000 children ages 0-4 years.</p> <p>Provide immunizations at the Highland Park clinic from 8:00 a.m. to 7:00 p.m. six days a week, at the Lincoln Heights clinic from 8:00 a.m. to 5:00 p.m. six days a week, and at the El Sereno clinic from 8:00 a.m. to 5:00 p.m. five days a week.</p> <p>Screen children in pediatric walk-in sick clinics for immunizations needed.</p>	<p>Annually</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Document number and age of immunization patients, and quantity and type of vaccine administered on DIR and submit monthly to local LACIP area office.</p> <p>Provide in-clinic immunization services schedule to LACIP on a quarterly basis.</p> <p>Provide quarterly documentation.</p>

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Provide special outreach activities with public/private agencies that serve preschool age children and participate in local health education/ promotional campaigns.	Develop a memorandum of understanding (MOU) with local WIC programs to provide immunization services to WIC clients.  Implement services as described in the MOU.  Distribute flyers in the community to promote free immunizations at clinic locations and at the mobile clinic.	Quarter 1  Ongoing	Provide LACIP with copy of MOU.  Document location, type and number of activities and number of children and parents reached in quarterly reports.
Maintain appropriate vaccine management protocols as established by LACIP and VFC to minimize vaccine waste/loss to no greater than 3% of overall vaccine inventory.	Maintain appropriate vaccine storage and handling policies and equipment and provide appropriate staff training to minimize vaccine waste/loss.  Notify LACIP of vaccine not likely to be used three months prior to expiration.	Ongoing  Ongoing	Document policies and procedures, staff training, and equipment performance. Complete and submit vaccine expired/wasted report to LACIP on a monthly basis. Achievement of these activities to be evaluated and documented in the annual QAR and Programmatic Review.  Complete and review monthly inventory submitted to LACIP to identify short-dated vaccine.
Participate in the Los Angeles Immunization Network (LINK).	Implement use of LINK as it is deployed to site by regional registry staff.	Ongoing	Document number of immunization records in LINK.

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
PUBLIC HEALTH**

**IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2003-2004**

**ARROYO VISTA FAMILY HEALTH CENTER**

**JULY 1, 2003 through JUNE 30, 2004**

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>HOURLY SALARY</u>	<u>APPROVED BUDGET</u>
Front Office Clerk	1	416	\$11.86	4,934
Lead Medical Assistant (MA)	1	2,080	\$14.61	30,389
Medical Assistant (MA)	1	2,080	\$10.45	21,736
Medical Records Clerk	1	416	\$12.00	4,992
Program Manager	1	250	\$44.85	11,213
Subtotal Program Staff				73,264
Employee Benefits @			25.00%	18,316
<b>TOTAL PERSONNEL SERVICES</b>				<b>91,580</b>
 <u>OPERATING EXPENSES</u>				
Services and Supplies				7,412
Health Education Materials				408
Travel (In State)				600
Equipment				0
<b>TOTAL OPERATING EXPENSES</b>				<b>8,420</b>
 <b>TOTAL BUDGET COSTS</b>				 <b>100,000</b>

## FISCAL YEAR 2004-2005 SCOPE OF WORK

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

**Agency: ARROYO VISTA FAMILY HEALTH CENTER**

Clinic Site: El Sereno - 4815 E. Valley Boulevard, Suite C&D, El Sereno 90032, 323-222-1134

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Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Adopt all Standards of Pediatric Immunization Practices.	Participate in a Quality Assurance Review (QAR) to review all Standards and implement an action plan for any Standards with deficiencies.  Meet with Los Angeles County Immunization Program (LACIP) staff until all deficiencies have been resolved.	Annually  Quarterly	Documentation of QAR and action plan.  Documentation of meetings and written documentation that all deficiencies have been corrected.
Increase the 4:3:1:3:3 coverage level and 4 DTaP coverage level of 24-35 month old children by June 30, 2004 as indicated:  <div>Improvement</div> <div>Below 40% 40% - 49% 50% - 69% 70% - 85%</div> <div>25% 15% 10% 5%</div>	Provide immunizations on a walk-in basis.  Screen for and provide immunizations at all visits.  Provide "express-lane" service to children seen for immunizations only.  Administer all vaccine doses currently due simultaneously.  Follow only true contraindications to immunizations as specified by the ACIP and Committee on Infectious Diseases (Red Book).	Ongoing  	

ARROYO VISTA FAMILY HEALTH CENTER

FY04-05 SCOPE OF WORK

PAGE 2 OF 3

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Maintain an immunization tracking system to ensure that 100% of infants and toddlers are tracked and recalled.	<p>Meet with a LACIP staff to review current reminder/recall activities and implement recommendations for improvement.</p> <p>Notify all families of infants/children of upcoming immunization due dates by mailing a reminder postcard.</p> <p>Notify all families of missed immunizations by attempting to contact client a minimum of two times by mail or phone. Phone calls must include at least one daytime and one evening attempt.</p> <p>Document in medical chart that a minimum of two attempts were made to contact family about missed immunizations.</p>	<p>Quarter 1</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Documentation of meeting on file.</p> <p>Provide quarterly documentation of number of clients sent reminder post-cards/recall post-cards/phone calls made. Achievement of these activities to be evaluated and documented in the annual QAR.</p> <p>Documented in the annual QAR and Programmatic Review.</p>
Expand immunization services by including additional clinic days and hours per week.	<p>Provide immunizations to a minimum of 9,000 children ages 0-4 years.</p> <p>Provide immunizations at the Highland Park clinic from 8:00 a.m. to 7:00 p.m. six days a week, at the Lincoln Heights clinic from 8:00 a.m. to 5:00 p.m. six days a week, and at the El Sereno clinic from 8:00 a.m. to 5:00 p.m. five days a week.</p> <p>Screen children in pediatric walk-in sick clinics for immunizations needed.</p>	<p>Annually</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Document number and age of immunization patients, and quantity and type of vaccine administered on DIR and submit monthly to local LACIP area office.</p> <p>Provide in-clinic immunization services schedule to LACIP on a quarterly basis.</p> <p>Provide quarterly documentation.</p>

ARROYO VISTA FAMILY HEALTH CENTER  
FY04-05 SCOPE OF WORK  
PAGE 3 OF 3

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Provide special outreach activities with public/private agencies that serve preschool age children and participate in local health education/promotional campaigns.	Provide immunization services to WIC clients as described in the MOU with WIC agencies.  Distribute flyers in the community to promote free immunizations at clinic locations and at the mobile clinic.	Ongoing  Ongoing	Document location, type and number of activities and number of children and parents reached in quarterly reports.
Maintain appropriate vaccine management protocols as established by LACIP and VFC to minimize vaccine waste/loss to no greater than 3% of overall vaccine inventory.	Maintain appropriate vaccine storage and handling policies and equipment and provide appropriate staff training to minimize vaccine waste/loss.  Notify LACIP of vaccine not likely to be used three months prior to expiration.	Ongoing  Ongoing	Document policies and procedures, staff training, and equipment performance. Complete and submit vaccine expired/wasted report to LACIP on a monthly basis. Achievement of these activities to be evaluated and documented in the annual QAR and Programmatic Review.  Complete and review monthly inventory submitted to LACIP to identify short-dated vaccine.
Participate in the Los Angeles Immunization Network (LINK).	Implement use of LINK as it is deployed to site by regional registry staff.	Ongoing	Document number of immunization records in LINK.

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**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
PUBLIC HEALTH**

**IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2004-2005**

**ARROYO VISTA FAMILY HEALTH CENTER**

**JULY 1, 2004 through JUNE 30, 2005**

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>HOURLY SALARY</u>	<u>APPROVED BUDGET</u>
Front Office Clerk	1	416	\$11.86	4,934
Lead Medical Assistant (MA)	1	2,080	\$14.61	30,389
Medical Assistant (MA)	1	2,080	\$10.45	21,736
Medical Records Clerk	1	416	\$12.00	4,992
Program Manager	1	250	\$44.85	11,213
Subtotal Program Staff				73,264
Employee Benefits @			25.00%	18,316
<b>TOTAL PERSONNEL SERVICES</b>				91,580
 <u>OPERATING EXPENSES</u>				
Services and Supplies				7,412
Health Education Materials				408
Travel (In State)				600
Equipment				0
<b>TOTAL OPERATING EXPENSES</b>				8,420
 <b>TOTAL BUDGET COSTS</b>				<u>100,000</u>



**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law** A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County:**

**(877) BABY SAFE**

**(877) 222-9723**

**[babysafela.org](http://babysafela.org)**



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Grantland Johnson, Secretary

Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

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*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

Contract No. \_\_\_\_\_

**IMMUNIZATION PROJECT SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ALTAMED HEALTH SERVICES  
CORPORATION  
(hereafter "Contractor").

WHEREAS, in connection with its participation in the State of California's Immunization Program, County's Department of Health Services (hereafter "DHS") has established an Immunization Action Plan Project (hereafter "Project"), the objective of which is to improve service delivery to make immunizations more accessible and readily available to the infants and toddlers population residing in Los Angeles County; and

WHEREAS, the Project provides for implementing enhanced outreach immunization delivery services through community-based clinics/organizations; and

WHEREAS, County's Director of Health Services has determined that the enhanced outreach immunization delivery services by community-based clinics/organizations are needed and that the services are of a professional and temporary nature; and

WHEREAS, this Agreement is authorized by California Government Code Sections 26227 and 53703 and otherwise.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and shall remain in full force and effect to, and including, June 30, 2004. This agreement shall be thereafter automatically renewed for an additional twelve (12) months, effective July 1, 2004 through June 30, 2005, subject to the availability of State funding to County. If such State funding is not forthcoming, this Agreement shall terminate June 30, 2004.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of thirty (30) days written notice to the other party. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2005.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's

performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30<sup>th</sup> of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, and B, Scopes of Work attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this agreement through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder is Eighty-Five Thousand, Dollars (\$85,000) as set forth in Exhibit A, Schedule 1, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2004

through June 30, 2005, the maximum obligation of County for Contractor's performance hereunder is Eighty Five Thousand Dollars (\$85,000) as set forth in Exhibit B, Schedule I, Budget, attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for Expenditure Categories (i.e., Personnel Services, Operating Expenses, and Indirect Costs), as set forth in Exhibit A, Schedule 1, attached hereto, and only to the extent that such funds are reimbursable to County under the State Agreement Number 03-75134.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Exhibit A, Schedule 1, and Exhibit B, Schedule I, as the total funding for Personnel Services, Operating Expenses, and Indirect Costs.

4. BILLING AND PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. County agrees to compensate Contractor in accordance with Exhibit A, Schedule 1, Budget, and Exhibit

B, Schedule I, Budget attached hereto.

B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicates and clearly reflect all required information as specified on such forms as may be furnished or required by County. Such invoices shall detail actual reimbursement costs incurred by Contractor in accordance with Exhibit A, Schedule 1, Budget, and Exhibit B, Schedule I, Budget, attached hereto. Each original invoice shall be approved and signed by Contractor's duly authorized designee. Original invoices shall be submitted to: (1) DHS, Public Health Immunization Program; 3530 Wilshire Boulevard, Suite 700; Los Angeles, California 90010; Attention: Director/Deputy Director, with duplicate invoice to: (1) Financial Management; 5555 Ferguson Drive, 1st Floor; City of Commerce, California 90022; Attention: Contracts and Grants Unit; no later than fifteen (15) days after the end of each calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that

any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

E. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.



G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on

the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(1) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

H. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

5. BUDGET REDUCTIONS: In the event that County's Board of Supervisors adopts a County Budget during any county Fiscal Year this agreement is in effect, which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce this payment obligation correspondingly for such Fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor

regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Agreement.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provisions of this Agreement, it shall be effective and binding upon the parties only in the event that funds for the purpose hereof during any County current Fiscal year (July 1 - June 30) this agreement is in effect, are appropriated by County's Board of Supervisors.

Further, County shall not be obligated for services hereunder performed during any of County's' future fiscal years unless and until County's Board of Supervisors appropriates funds for services hereunder in County's Budget for each such future fiscal year.

7. OBJECTIVE: In order to assist the County/State/Federal governments in the objective to vaccinate ninety percent (90%) of children by the year 2010 with one (1) dose of measles, mumps, and rubella vaccine (MMR), three (3) doses of oral polio vaccine ("OPV"), at least three (3) doses of diphtheria, tetanus, and pertussis vaccine ("DTP"), at least (3) three doses of Haemophilus Influenzae Type b vaccine ("Hib"), and three (3) doses of Hepatitis B vaccine as of their second birthday, Contractor agrees to provide the following activities:

A. To follow the "Standards For Pediatric Immunization Practices" as promulgated by the United States Public Health

Service Advisory Committee on Immunization Practices and the American Academy of Pediatrics.

B. To expand immunization services by including additional clinic days and hours per week for immunization services.

C. To implement and/or maintain an immunization tracking system (reminder/recall) to ensure that the families of infants and toddlers (preschool-age children, under age four years) served by Contractor are notified of immunizations due or past due.

D. To implement special outreach activities with other public and private agencies which serve preschool-age children and actively participate in local immunization health education and promotional campaigns.

E. To conduct a clinic immunization record audit of a sample of children (twenty four [24] months to thirty five [35] months old) who are served by the clinic during the agreement period. The sampling technique and immunization clinic record methodology must be compatible with the methodology which is available and will be supplied by the Immunization Branch of the California Department of Health Services.

8. OTHER REQUIREMENTS:

Contractor agrees to the following additional requirements:

A. During this contract/agreement period, to onsite clinic visits by public health department representatives (Federal, State, and/or local) to discuss the progress achieved in the implementation and maintenance of the aforementioned activities ("A through E").

B. In accordance with the guidelines and format provided by the California Department of Health Services Immunization Branch and local health department, to submit, through his/her Immunization Branch District Field Representative or local health department Immunization Coordinator, by the 15th of the month following the end of each quarter, a written quarterly report of progress and activities. In addition to the written report the Contractor and Project Liaison, or his designee, may meet and discuss the above matters in person with the subcontractor.

C. To provide the necessary financial or immunization programmatic reports required by the local health department or non-profit fiscal agent and California Department of Health Services.

9. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as

payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17 (ALTERATION OF TERMS).

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time

limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17 (ALTERATION OF TERMS).

10. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department Contract Administrator Name and Address prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.



(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless

otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

(5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

(6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County

retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any

other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

11. SUBCONTRACTING:

A. For purpose of this Agreement, subcontracts may be approved by Director. Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of

subcontractors.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

13. ENDORSEMENT: Contractor shall not, in any manner, advertise, publish or represent that County endorses the goods or services herein mentioned without the prior written consent of County. Any published document referencing County must have prior written consent of County.

14. RIGHTS IN DATA: County obtains the right to use, duplicated and disclose in whole or in part, in any manner, for any purpose whatsoever, and to authorize others to do writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement. Contractor retains the right to use, duplicate and disclose in whole or in part, in any manner, for any purposes whatsoever, all writings, drawings, pictorial reproductions, or

other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement subject to the ENDORSEMENT Paragraph.

15. TRADE SECRETS: Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall and does hereby keep and bear County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

16. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to Health Center's Administrative Liaison within ten (10) days following the execution of this Agreement,

an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor with respect to this Agreement.



17. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits attached hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

18. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

20. NOTIFICATION OF AGREEMENT: Contractor shall generally inform its officers, employees, and agents who perform services referred to under this Agreement of the provisions of this Agreement with particular emphasis on the following Paragraphs, STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE, INDEPENDENT CONTRACTOR STATUS, LICENSES AND COMPLIANCE WITH APPLICABLE LAW, CONFIDENTIALITY, AND UNLAWFUL SOLICITATION.

21. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966:

Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or created Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of federal Regulations Parts 160 and 164 ("Privacy Regulations:");

The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

#### DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Individual" means the person who is the subject of

Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. & 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. & 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.4 "Required By Law" means a mandate contained in the law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care

providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in the body of this Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.7 Terms used, but not otherwise defined, in this Paragraph \_\_\_\_\_ shall have the same meaning as those terms in the Privacy Regulations.

#### **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and

- (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information.

Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph \_\_\_\_\_. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to [the Department Privacy Officer], telephone number \_\_\_\_\_ within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration

500 West Temple Street, Suite 493

Los Angeles, California 90012

2.4 Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph \_\_\_\_.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. & 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after

receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. & 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. & 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section

2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or persons who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. & 164.528.

#### **OBLIGATION OF COVERED ENTITY**

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

#### **TERM AND TERMINATION**

4.1 Term. The term of this Paragraph \_\_\_\_ shall be the same as the term of this Agreement. Business Associate's obligations under Section 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and

4.2 Termination for Cause. In addition to and notwithstanding



the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation with the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that

returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### MISCELLANEOUS

5.1 No Third Part Beneficiaries. Nothing in this Paragraph \_\_\_\_ shall confer upon any person other than the parties and their respective successors or assigns, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associates, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph \_\_\_\_.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph \_\_\_\_ is contrary to another of this Agreement, the provision of this Paragraph \_\_\_\_ shall control. Otherwise, this Paragraph \_\_\_\_ shall be construed under,

and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph \_\_\_\_ to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph \_\_\_\_ shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph \_\_\_\_ from time to time as necessary for Covered Entity to comply with the requirement of the Privacy Regulations.

22. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services  
Immunization Program  
3530 Wilshire Boulevard., Suite 700  
Los Angeles, California 90010  
Attention: Program Director
- (2) Department of Health Services

Contracts and Grants Division  
313 North Figueroa Street,  
Sixth Floor-East  
Los Angeles, California 90012-2659  
Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) AltaMed Health Services Corporation  
500 Citadel Drive, Suite 490  
Los Angeles, California 90040

Attention: Executive Director

IN WITNESS WHEREOF, the Board of Supervisors of the  
County of Los Angeles has caused this Agreement to be subscribed  
by its

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Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

ALTAMED HEALTH SERVICES CORPORATION  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and Grants  
Division

AGRECD2435.KH  
Kh:7/28/03

EXHIBIT C

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that \_\_\_\_\_, is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, \_\_\_\_\_, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Division, 3333 Wilshire Boulevard, 10<sup>th</sup> Floor, Los Angeles, California 90010.

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kh:7/28/03

## ADDITIONAL PROVISIONS

### DEPARTMENT OF HEALTH SERVICES

#### IMMUNIZATION PROJECT SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(1) Articles of Incorporation and By-Laws (or

articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(1) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(1) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(1) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(1) If, during the term of this Agreement, the



form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision

of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race,

color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person

applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such

action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

A. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

A. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of

Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition,

a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and

regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a



federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:  
Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply

with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including

accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other

costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services

provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents

utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception

rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS,

require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations,



guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

14. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees

all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with the County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10<sup>th</sup> Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be

substantially similar to Exhibit C, attached hereto and incorporated herein by reference.

15. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in

compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney ("DA") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's DA a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of section 2.200.060 of the County Code, that:

(1) the POI Form has been appropriately completed and provided to the DA with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue

to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the DA) to County's DA shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Termination for Default Paragraph of this Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT

TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply Contractor with the poster to be used.

17. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN Program, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN participants by job category to the Contractor.

18. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list

during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

19. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the location(s) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

20. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the

lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.



C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety calendar days (90) following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may

request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

21. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

22. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor

under this Agreement.

23. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

24. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by

Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

25. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement.

Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

26. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If

Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

27. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and

in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper

Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a



County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's

request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

28. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

29. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct

business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject

to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

30. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

31. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and

consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

32. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

33. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

34. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to

acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

35. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which



Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or cancellation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

39. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into,

contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

40. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above: "Contractor" means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses

any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury

Service Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception," Exhibit D, is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to County.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

41. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services

rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

42. SAFELY SURRENDERED BABY LAW LANGUAGE:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY

SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

B. Contractor's Acknowledgment of County's Commitment

to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if

any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

43. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibit A, Schedule I, Exhibit B, Schedule II, Exhibit C, Exhibit D, and Exhibit E attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A, Schedule I
2. Exhibit B, Schedule II
3. Exhibit C, D, and E

EXHIBCD2435.KH.7/24/03



## FISCAL YEAR 2003-2004 SCOPE OF WORK

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: ALTAMED HEALTH SERVICES CORPORATION

Clinic Site: AltaMed Medical Group, 9436 E. Slauson Avenue, Pico Rivera, 90660, 562-949-6069

Clinic Site: AltaMed Medical Group, 5427 Whittier Boulevard, Los Angeles, 90022, 323-869-1900

Clinic Site: AltaMed Medical Group, 10454 E. Valley Boulevard, El Monte, 91731, 626-453-8466

**Goal:** Increase to 80% the percentage of 24-35 month old children who have completed the immunization series of 4 DTaP, 3 polio, 1 MMR, 3 Hib and 3 hepatitis B (4:3:1:3:3) and increase to 90% the percentage of 24-35 month old children who have completed 4 DTaP.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Adopt all Standards of Pediatric Immunization Practices.	<p>Participate in a Quality Assurance Review (QAR) to review all Standards and implement an action plan for any Standards with deficiencies.</p> <p>Meet with Los Angeles County Immunization Program (LACIP) staff until all deficiencies have been resolved.</p>	<p>Quarter 1 and Annually</p> <p>Quarterly</p>	<p>Documentation of QAR and action plan.</p> <p>Documentation of meetings and written documentation that all deficiencies have been corrected.</p>
<p>Increase the 4:3:1:3:3 coverage level and 4 DTap coverage level of 24-35 month old children by June 30, 2004 as indicated:</p> <p><u>Improvement</u></p> <p>Below 40%      25%</p> <p>40% - 49%      15%</p> <p>50% - 69%      10%</p> <p>70% - 85%      5%</p>	<p>Provide immunizations on a walk-in basis.</p> <p>Screen for and provide immunizations at all visits.</p> <p>Provide "express-lane" service to children seen for immunizations only.</p> <p>Administer all vaccine doses currently due simultaneously.</p> <p>Follow only true contraindications to immunizations as specified by the ACIP and Committee on Infectious Diseases (Red Book).</p> <p>Participate in a CASA assessment of coverage levels.</p>	<p>Ongoing</p> <p>Quarter 1 and Annually</p>	<p>Achievement of these activities to be evaluated and documented in the annual QAR.</p> <p>CASA documentation on file.</p>

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Maintain an immunization tracking system to ensure that 100% of infants and toddlers are tracked and recalled.	<p>Meet with a LACIP staff to review current reminder/recall activities and implement recommendations for improvement.</p> <p>Notify all families of infants/children of upcoming immunization due dates by mailing a reminder postcard.</p> <p>Notify all families of missed immunizations by attempting to contact client a minimum of two times by mail or phone. Phone calls must include at least one daytime and one evening attempt.</p> <p>Outreach Staff will visit the last known address of patients who fail to respond to mail/phone recall attempts.</p> <p>Document in medical chart that a minimum of two attempts were made to contact family about missed immunizations.</p>	<p>Quarter 1</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Documentation of meeting on file.</p> <p>Provide quarterly documentation of number of clients sent reminder post-cards/recall post-cards/phone calls made. Achievement of these activities to be evaluated and documented in the annual QAR.</p> <p>Documented in the annual QAR and Programmatic Review.</p>
Expand immunization services by including additional clinic days and hours per week.	<p>Provide a minimum of 4,000 immunization visits to clients ages 0-4 years.</p> <p>Provide in-clinic immunization services Monday through Thursday 8:00AM to 7:00PM and Friday 8:00AM to 5:00PM. Services to be provided at the following sites:</p> <ol style="list-style-type: none"> <li>1) 9436 E. Slauson Avenue, Pico Rivera, 90660</li> <li>2) 5427 Whittier Boulevard, Los Angeles, 90022</li> <li>3) 10454 E. Valley Boulevard, El Monte, 91731</li> </ol>	<p>Annually</p> <p>Ongoing</p>	<p>Document number and age of immunization patients, and quantity and type of vaccine administered on DIR and submit monthly to local LACIP area office.</p> <p>Provide in-clinic immunization services scheduled to LACIP on a quarterly basis.</p>

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Provide special outreach activities with public/private agencies that serve preschool age children and participate in local health education/ promotional campaigns.	Provide immunization outreach and education in pre-schools, childcare sites, daycare centers, schools and other community venues. At least two outreaches to be conducted each month.	Ongoing	Document location, type and number of activities and number of children and parents reached in quarterly reports.
Maintain appropriate vaccine management protocols as established by LACIP and VFC to minimize vaccine waste/loss to no greater than 3% of overall vaccine inventory.	Maintain appropriate vaccine storage and handling policies and equipment and provide appropriate staff training to minimize vaccine waste/loss.  Notify LACIP of vaccine not likely to be used three months prior to expiration.	Ongoing  Ongoing	Document policies and procedures, staff training, and equipment performance. Complete and submit vaccine expired/wasted report to LACIP on a monthly basis. Achievement of these activities to be evaluated and documented in the annual QAR and Programmatic Review.  Complete and review monthly inventory submitted to LACIP to identify short-dated vaccine.
Participate in the Los Angeles Immunization Network (LINK).	Implement use of LINK as it is deployed to site by regional registry staff.	Ongoing	Document number of immunization records in LINK.

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
 PUBLIC HEALTH  
 IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2003-2004  
 ALTAMED HEALTH SERVICES CORPORATION  
 JULY 1, 2003 through JUNE 30, 2004

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>HOURLY SALARY</u>	<u>APPROVED BUDGET</u>
Health Services Associates	1	2,080	\$15.00	31,200
Health Services Associates	1	2,080	\$15.00	31,200
Subtotal Program Staff				62,400
Employee Benefits @			24.00%	14,976
<b>TOTAL PERSONNEL SERVICES</b>				<b>77,376</b>
 <u>OPERATING EXPENSES</u>				
Services and Supplies				2,424
Health Education Materials				4,000
Travel (In State)				1,200
Equipment				0
<b>TOTAL OPERATING EXPENSES</b>				<b>7,624</b>
 <b>TOTAL BUDGET COSTS</b>				 <b>85,000</b>

## FISCAL YEAR 2004-2005 SCOPE OF WORK

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

**Agency: ALTAMED HEALTH SERVICES CORPORATION**

Clinic Site: AltaMed Medical Group, 9436 E. Stauson Avenue, Pico Rivera, 90660, 562-949-6069

Clinic Site: AltaMed Medical Group, 5427 Whittier Boulevard, Los Angeles, 90022, 323-869-1900

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**Goal:** Increase to 80% the percentage of 24-35 month old children who have completed the immunization series of 4 DTaP, 3 polio, 1 MMR, 3 Hib and 3 hepatitis B (4:3:1:3:3) and increase to 90% the percentage of 24-35 month old children who have completed 4 DTaP.

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation									
Adopt all Standards of Pediatric Immunization Practices.	Participate in a Quality Assurance Review (QAR) to review all Standards and implement an action plan for any Standards with deficiencies.	Annually	Documentation of QAR and action plan.									
	Meet with Los Angeles County Immunization Program (LACIP) staff until all deficiencies have been resolved.	Quarterly	Documentation of meetings and written documentation that all deficiencies have been corrected.									
Increase the 4:3:1:3:3 coverage level and 4 DTaP coverage level of 24-35 month old children by June 30, 2004 as indicated:  <table><tr><td></td><td><u>Improvement</u></td></tr><tr><td>Below 40%</td><td>25%</td></tr><tr><td>40% - 49%</td><td>15%</td></tr><tr><td>50% - 69%</td><td>10%</td></tr><tr><td>70% - 85%</td><td>5%</td></tr></table>		<u>Improvement</u>	Below 40%	25%	40% - 49%	15%	50% - 69%	10%	70% - 85%	5%	Ongoing	Achievement of these activities to be evaluated and documented in the annual QAR.
	<u>Improvement</u>											
Below 40%	25%											
40% - 49%	15%											
50% - 69%	10%											
70% - 85%	5%											
	Participate in a CASA assessment of coverage levels.	Annually	CASA documentation on file.									

# ALTAMED HEALTH SERVICES CORPORATION

FY04-05 SCOPE OF WORK

PAGE 2 OF 3

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Maintain an immunization tracking system to ensure that 100% of infants and toddlers are tracked and recalled.	<p>Meet with a LACIP staff to review current reminder/recall activities and implement recommendations for improvement.</p> <p>Notify all families of infants/children of upcoming immunization due dates by mailing a reminder postcard.</p> <p>Notify all families of missed immunizations by attempting to contact client a minimum of two times by mail or phone. Phone calls must include at least one daytime and one evening attempt.</p> <p>Outreach Staff will visit the last known address of patients who fail to respond to mail/phone recall attempts.</p> <p>Document in medical chart that a minimum of two attempts were made to contact family about missed immunizations.</p>	<p>Quarter 1</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Documentation of meeting on file.</p> <p>Provide quarterly documentation of number of clients sent reminder post-cards/phone calls made. Achievement of these activities to be evaluated and documented in the annual QAR.</p> <p>Documented in the annual QAR and Programmatic Review.</p>
Expand immunization services by including additional clinic days and hours per week.	<p>Provide a minimum of 4,000 immunization visits to clients ages 0-4 years.</p> <p>Provide in-clinic immunization services Monday through Thursday 8:00AM to 7:00pm and Friday 8:00AM to 5PM. Services to be provided at the following sites:</p> <p>1) 9436 E. Slauson Avenue, Pico Rivera 90660  2) 5427 Whittier Boulevard, Los Angeles 90022  3) 10454 E. Valley Boulevard, El Monte 91731</p>	<p>Annually</p> <p>Ongoing</p>	<p>Document number and age of immunization patients, and quantity and type of vaccine administered on DIR and submit monthly to local LACIP area office.</p> <p>Provide in-clinic immunization services schedule to LACIP on a quarterly basis.</p>

ALTAMED HEALTH SERVICES CORPORATION

FY04-05 SCOPE OF WORK

PAGE 3 OF 3

Measurable Objectives	Implementation Activities	Timeline	Evaluation/Documentation
Provide special outreach activities with public/private agencies that serve preschool age children and participate in local health education/promotional campaigns.	Provide immunization outreach and education in pre-schools, childcare sites, daycare centers, schools and other community venues. At least two outreaches to be conducted each month.	Ongoing	Document location, type and number of activities and number of children and parents reached in quarterly reports.
Maintain appropriate vaccine management protocols as established by LACIP and VFC to minimize vaccine waste/loss to no greater than 3% of overall vaccine inventory.	Maintain appropriate vaccine storage and handling policies and equipment and provide appropriate staff training to minimize vaccine waste/loss.  Notify LACIP of vaccine not likely to be used three months prior to expiration.	Ongoing	Document policies and procedures, staff training, and equipment performance. Complete and submit vaccine expired/wasted report to LACIP on a monthly basis. Achievement of these activities to be evaluated and documented in the annual QAR and Programmatic Review.  Complete and review monthly inventory submitted to LACIP to identify short-dated vaccine.
Participate in the Los Angeles Immunization Network (LINK).	Implement use of LINK as it is deployed to site by regional registry staff.	Ongoing	Document number of immunization records in LINK.

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<p align="center"> COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  PUBLIC HEALTH  IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2004-2005  ALTAMED HEALTH SERVICES CORPORATION  JULY 1, 2004 through JUNE 30, 2005 </p>
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<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>HOURLY SALARY</u>	<u>APPROVED BUDGET</u>
Health Services Associates	1	2,080	\$15.00	31,200
Health Services Associates	1	2,080	\$15.00	31,200
Subtotal Program Staff				<u>62,400</u>
Employee Benefits @			24.00%	<u>14,976</u>
<b>TOTAL PERSONNEL SERVICES</b>				<u><u>77,376</u></u>
 <u>OPERATING EXPENSES</u>				
Services and Supplies				2,424
Health Education Materials				4,000
Travel (In State)				1,200
Equipment				<u>0</u>
<b>TOTAL OPERATING EXPENSES</b>				<u><u>7,624</u></u>
 <b>TOTAL BUDGET COSTS</b>				 <u><u>85,000</u></u>



## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(      )	
Solicitation For ( Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.**

### Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law** A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County:**

**(877) BABY SAFE**

**(877) 222-9723**

**[babysafela.org](http://babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles**

### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

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*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

Contract No. H-207622-2

**IMMUNIZATION PROMOTORA COLLABORATIVE PROJECT  
SERVICES AGREEMENT**

Amendment No. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

St. JOHN'S WELL CHILD CENTER  
(hereafter "Contractor").

WHEREAS reference is made to that certain document entitled  
"IMMUNIZATION PROMOTORA COLLABORATIVE PROJECT SERVICES", dated  
June 18, 2002, and further identified as County Agreement No.  
H-207622, between the County and St. John's Well Child Center  
("Contractor") and any Amendments thereto (all hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend the term from July 1, 2004 through June 30,  
2005 and to add a new exhibit and schedule and make other  
hereinafter described changes; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on July 1, 2004 and shall remain in full force and effect to, and including June 30, 2005.
2. Paragraph 1, TERM, shall be revised as follows:

"1. TERM: This Agreement shall be effective June 18, 2002 and shall continue in full force and effect to, and including, June 30, 2005, subject to the availability of State funding.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated, with or without cause, by Contractor at least thirty (30) calendar days advance written notice to County. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2005.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full

restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30<sup>th</sup> of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, and agents to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

2. Paragraph 3, DESCRIPTION OF SERVICES, shall be revised as follows:

"3. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, A-1, and B,

Scope of Work, attached hereto and incorporated herein by reference.

3. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be revised as follows:

"4. During the period commencing on July 1, 2002 through June 30, 2003, the maximum obligation of County for Contractor's performance hereunder is Thirty Thousand Nine Hundred Fifty-Two Dollars (\$30,952) as set forth in Exhibit A, Schedule I, Budget, attached hereto and incorporated herein by reference.

During the period of July 1, 2003 through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder is Thirty Thousand Nine Hundred Fifty-Two Dollars (\$30,952) as set forth in Exhibit A-1, Schedule II, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2004 through June 30, 2005, the maximum obligation of County for Contractor's performance hereunder is Thirty Thousand, Nine Hundred Fifty-Two Dollars (\$30,952), subject to the availability of State funding to County. This sum represents the total maximum obligation of County for this period as shown in Schedule III.

Contractor shall use such funds only to pay for Expenditures Categories (i.e., Personnel Services and Operating Expenses), as set forth in Schedule 3 and only to

the extent that such funds are reimbursable to County under State Agreement.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Schedule III of Exhibit B as the total funding for Personnel Services and Operating Expenses."

4. Paragraph 40 ENTIRE AGREEMENT, shall be amended to read as follows:

"40. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibits A, A-1, and B, attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this



Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

A. Exhibits A, A-1 and B

B. Schedules I, II and III

8. As of the effective date of July 1, 2004, wherever it appears in this Agreement, the term "Exhibit A-I" shall be replaced by the term "Exhibit B", respectfully.

9. As of July 1, 2004, Exhibit B shall be added to the Agreement.

10. As of July 1, 2004, Schedule III shall be added to the Agreement.

11. As of July 1, 2004, Exhibits B and Schedule III shall supersede and replace Exhibit A-I, and Schedule II, respectively.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

St. John's Well Child Center  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Chief, Contracts and Grants  
Division

AMENDCD3012.KH  
kh:8/8/03

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES**  
**PUBLIC HEALTH**  
**IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2004-2005**  
**ST. JOHN'S WELL CHILD CENTER**  
**JULY 1, 2004 through JUNE 30, 2005**

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
Community Health Promoter	1	2,080	\$12.00	<u>24,960</u>
Subtotal Program Staff				24,960
Employee Benefits @			20.00%	<u>4,992</u>
<b>TOTAL PERSONNEL SERVICES</b>				29,952
 <u><b>OPERATING EXPENSES</b></u>				
Services and Supplies				500
Health Education Materials				0
Travel				500
Equipment				<u>0</u>
<b>TOTAL OPERATING EXPENSES</b>				1,000
 <b>TOTAL BUDGET COSTS</b>				 <u><u>30,952</u></u>

## SCOPE OF WORK (FISCAL YEAR 2004-2005)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timeliness, and are to be documented as specified.

Agency:      St. John's Well Child Center - Immunization Promotora Collaborative Project

Goal:            Increase immunization coverage rates by promoting timely immunizations in the Central/South Central Los Angeles community.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION/DOCUMENTATION
Increase 4-3-1-3-3 immunization rates by 5% for 2-year-old children living in 90006, 90007, 90011, 90015, 90017, 90037 and 90057.	Through implementation of promotora immunization project.  Provide free immunization services and referrals.	Ongoing  Ongoing	Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs.  Database tracking number, date and type of shots given.
Increase immunization coverage rates (4-3-1-3-3) by 10% for 2-year-old patients of St. John Well Child Center.	Provide case-management services including telephone and in-home follow-up, education, immunization assessments and reminder/recall postcards to clinic patients not up-to-date.  Provide free immunization services to target community.	Ongoing  Ongoing	Clinic Record Audit using CASA will measure this expected increase from a baseline of 52% in 2001.  Same as above.
Provide case-management services to 300 St. John's patients 2 years old and younger who are identified as not up-to-date on immunizations.	Assign list of children who missed immunization appointments to promotoras for case management.  Mail reminder/recall postcards to families with kids not UTD.  Make phone calls and home visits and provide education until child is UTD.	Ongoing  Ongoing  Ongoing	Demographic, immunization and follow-up data recorded in an automated immunization tracking system.  Same as above.  Same as above.
Enhance by 10% immunization-related knowledge, attitudes, and behaviors (KAB) of parents of 2-year-old children.	Community outreach, education, referrals, and case-management.  Provide on-site education and case-management of 0-2 year old patients behind on shots.	Ongoing  Ongoing	Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs.  Same as above.